IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMM.SUIT NO.3561 OF 2005

Hemant Narichania & anr .. Plaintiff

versus

Haren M.Shah .. Defendant

Mr. Sanjeev Singh, Mr.S.Dasgupta i/b Gordhandas Fozdar & Co for Plff.

CORAM : D.G. KARNIK, J

DATED : 3rd May 2005.

P.C.

1. Heard learned counsel for the plaintiff. None present for the defendant though served. Perused the affidavit of service dated 25th February, 2005 sworn by Mr.M.H.Gulane clerk in the office of the Sheriff of Mumbai. Despite service the defendant has not filed an appearance.

2. The plaintiff has filed on record the compilation of documents on 19th April, 2005. I have perused the plaint and the documents alongwith the list. The defendant is an Architect. The plaintiff entrusted

work of interior decoration to the defendant and paid Rs.1,01,000/-. The defendant did not carry out the work and therefore the contract was termianted. The defendant agreed to refund to pay Rs.75,000/-. Earlier cheques issued by the defendant were dishonoured. Finally the defendant issued a cheque for Rs.75,000/- which was also dishonoured. The dishonoured cheque with memos alongwith the correspondence is filed along with the compilation of documents.

3. In the absence of any appearance the averments made in the plaint are deemed to be accepted and the plaintiff is entitled to a decree under Order 37 Rule 2 (3) of the Code of Civil Procedure. Hence, suit of the plaintiff is decreed in terms of prayer clauses (a) and (b) of the plaint.

D.G.KARNIK, J